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Hon Henry Hartley
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MEMORIAL

OF THE

HEIRS OF SILAS DEANE,

FORMERLY

POLITICAL AND COMMERCIAL AGENT IN EUROPE; AND ONE OF THE AMBASSADORS OF THE UNITED STATES IN FRANCE IN THE REVOLUTIONARY WAR.

Horatio Alden and Philura Alden

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TO THE CONGRESS OF THE UNITED STATES.

The Memorial of HORATIO ALDEN, of the City of Hartford, in the State of Connecticut; and of PHILURA ALDEN, his wife, late PHILURA DEANE, personal representatives and only heirs at law of SILAS DEANE, deceased:—

RESPECTFULLY SHOWETH:

That in the year 1775, the Hon. Silas Deane, Esquire, was one of the delegates from the State of Connecticut to the Congress of the United States, and, as is well known, from the general history of the times, and as may be seen from the journals of that august and enlightened body, was one of the most influential, able and efficient members of that assembly; and was, in the year 1775, solely and exclusively employed by the Marine Committee, with extensive powers and authority, to procure, by purchase or otherwise; and to equip and fit out a large naval force—all which will appear by the original letters and authority which accompany this memorial, and which conclusively establish the fact that Mr. Deane was the father of the revolutionary marine.

That on the 19th of February, 1776 "the *Committee of Secrecy* appointed by the Hon. Continental Congress," entered into a contract with John Alsop, Philip Livingston, Francis Lewis, Robert Morris and Silas Deane, to purchase the produce of the then Colonies, to ship it to Europe, and to invest the proceeds of sale in such goods, wares and merchandise, as the said Committee of Secrecy should direct; and to ship the same to America, for account of the said Committee of Secrecy;—and it was stipulated in said contract, that the said John Alsop and partners, should be allowed *five per cent.* for purchasing and shipping said produce *in this country.* And to such of said contractors as should go, personally, to Europe, to execute and superintend the business there, exclusive of the charges of selling the produce of the Colonies, for shipping the remittances, besides the duties (of exportation in Europe) there should, also, be allowed *a clear commission of five per cent. on the original costs of such remittances in Europe.* A copy of which contract, procured by your memorialists from the archives of the Department of State, accompanies this memorial.

It will be perceived, by the very terms of this contract, that it was in the contemplation of all the parties to the same, that one of the contractors should, personally, superintend in Europe the execution of its provisions, so vitally important to the public interests. The Hon. Silas Deane, one of the contractors, and who was also at the same time, a member of the Congress, and who, as may be seen by a reference to the numerous letters and other documents, which accompany this memorial, enjoyed, in a very high degree, the confidence and esteem both of the Congress and the Committee of Secrecy, was selected as the agent of the parties, to superintend the execution of the contract in Europe; and *he*, thereby, became *solely* entitled to "a clear commission of five per cent. on the original cost of all his remittances from Europe."

But the execution of the provisions of this contract was not the only purpose for which Mr. Deane was sent to Europe. A more responsible and honorable appointment awaited him. On the second of March, 1776, (two weeks only after the making of the contract before mentioned) Mr. Deane received a commission in the words following, viz.

"We the undersigned, being the Committee of Congress for *secret correspondence*, do hereby certify whom it may concern, that the bearer, the Honorable Silas Deane, Esquire, one of the Delegates from the colony of Connecticut, is appointed by us to go into France, there to transact such business, *commercial and political*, as we have committed to his care, in behalf, and *by authority of the Congress of the thirteen United Colonies*. In testimony whereof, we have hereunto set our hands and seals at Philadelphia, the 2d of March, 1776.

B. FRANKLIN, [SEAL.]
BENJ. HARRISON, [SEAL.]
JOHN DICKINSON, [SEAL.]
JOHN JAY, [SEAL.]
ROBERT MORRIS. [SEAL.]

The original commission accompanies this memorial. It ought here to be remarked, that "*the Committee of Secrecy*," by whom the contract before mentioned was concluded, and "*the Committee for Secret Correspondence*," by whom Mr. Deane was appointed and commissioned Commercial and Political Agent of the United Colonies in France, *were distinct and separate bodies*, each having a distinct and separate sphere of action. The "Committee of Secrecy" was instituted September 18, 1775, and empowered to purchase arms and military stores, and to export the products of the country to meet the charges of such purchases abroad. The "Committee for Secret Correspondence" was appointed on the 29th November, 1775, and was instituted, among other things, for the purpose of corresponding with the friends of the Colonies in Great Britain and other parts of the world, *with authority to appoint such agents as it might find necessary*, or think proper to send abroad on this service; and provision was made for the expense and compensation of such agents.

On the 3d March, 1776, the day succeeding Mr. Deane's appointment as Commercial and Political Agent in France, he was furnished with written instructions by the Committee for Secret Correspondence. These instructions conferred upon him great and exclusive powers to negociate with the French Government, and authorized him to operate, not only in France, but in Holland and Great Britain; and further, to procure, in addition to the supplies provided for in the contract between Messrs. Alsop and others and the Committee of Secrecy, clothing, arms, and military accoutrements and munitions of war sufficient for an army of twenty-five thousand men, as also one hundred field pieces. These instructions accompany this memorial, and are copied from vol. 1 of Sparks's Diplomatic Correspondence, page 5.

In the fulfilment of this contract, and in pursuance of his appointment and instructions as Commercial and Political Agent in Europe, Mr. Deane sailed from Philadelphia, in March, 1776, in a brig bound to Bordeaux; and such was the situation of the money affairs of the country

at that time, that the vessel went out in ballast for the want of means to purchase a cargo. An accident at sea compelled her to return to port, and Mr. Deane re-embarked in a small sloop bound for Bermuda, and arrived in France in June, 1776. Upon his arrival in France, Mr. Deane found himself almost wholly unprovided with funds to meet his daily expenses, (which, in consequence of his character, and his extensive and multifarious business, were necessarily great, and which must be met with cash,) and to execute the immense orders given him by the public: yet, with a zeal and a perseverance characteristic of the patriots of that day, and worthy of the great cause in which he was embarked, (and in which, your memorialists are sorry to say, he was ultimately ruined and sacrificed,) he set himself about accomplishing the great and important objects of this mission, and did actually, unaided and alone, accomplish them to the fullest.

Mr. Deane contracted for, and actually purchased and shipped to the United States, under his contract, and in pursuance of his commission and instructions as Commercial and Political Agent, a vast amount of arms and military stores, which, with the expense of shipment, amounted to upwards of four million seven hundred and fifty thousand livres; all which will fully appear by certified copies of the accounts which accompany this memorial. Upon which sum Mr. Deane claimed, and was, and his heirs now are, unquestionably entitled to, the "clear *commission* of five per cent," as stipulated in his contract of 17th February, 1776. Mr. Deane's successful though secret negotiations with the French Government, having opened the way to a public reception of public ministers from the United States, and independence having been declared on the 4th of July, 1776, Congress, on the 17th of September of that year, determined to propose "to enter into treaties with foreign nations," and on the same day agreed upon "the plan of a treaty to be proposed to his most Christian Majesty," together with the instructions to the commissioners or ambassadors to be appointed to negotiate the same.—[See *Secret Journal*, vol. 2, p. 6.]

So entirely satisfactory had been the conduct of Mr. Deane, in the discharge of his confidential, complicated, important and delicate duties in Europe, that he was, on the 26th September, 1776, chosen, by Congress, to be one of their ambassadors, in conjunction with Doctor Franklin and Mr. Jefferson, to transact the business of the United States at the Court of France. The latter gentleman, Mr. Jefferson declining the appointment, Congress, on the 22d October, 1776, substituted Arthur Lee, Esq. (who was at that time in England,) in his place. On the 28th September, 1776, Congress directed their ministers "to live in such style as *they* may find suitable to support the dignity of their public character," without restriction as to amount; and provided for the payment of their expenses out of the public treasury.—[See *Secret Journals of Congress*, vol. 2, p. 33.] Dr. Franklin and Arthur Lee, Esq. joined Mr. Deane at Paris, on the 22d December, 1776, and the joint commission commenced the discharge of their duties on the 28th of that month, when they had their first audience of the Count de Vergennes, the Prime Minister of France.—[See *Diplomatic Correspondence*, vol. 1, p. 250.]

It was previous to this time that Mr. Deane had made his negotiations for the purchase and shipment of the arms and military stores which he was sent to Europe to procure: as, after Mr. Deane became and assumed

the rank and station of a public and acknowledged ambassador. he did not consider himself entitled to, nor did he claim, a commission upon any purchase. All he asked, and all his heirs now ask, is the allowance of the stipulated commission, on his bargains and transactions, entered into as a contractor, and as the Commercial and Political Agent of his country. The commissioners, with an ability and zeal which were probably never exceeded under similar circumstances, accomplished the leading object of their appointment, and succeeded in negotiating treaties with France, which were signed at Paris on the 6th of February, 1778. Mr. Deane's long residence at Paris, and his confidential and official intercourse with the French Government, whilst acting as the sole agent of the United States to that Government, and the marked confidence which the French Ministry reposed in him, individually, gave him a preponderating influence in the negotiations : and your memorialists believe, that, from the official and private letters of Mr. Deane, the originals of which have recently been discovered, it is capable of being demonstrated, that many of the great advantages which were conceded to this country in those treaties, were the result of the superior knowledge which Mr. Deane had previously acquired upon the subject, and of his previous intercourse with, and influence over, the King and Ministers of France. It is far from the intention of your memorialists, in making this supposition, to detract from the acknowledged merits of Mr. Deane's great and distinguished colleagues. He ought, from his previous opportunities, to have stood in the relation in which your memorialists have placed him ; and they refer to the subject, only for the legitimate purpose of rendering due praise to their ancestor, and of setting forth, in a fair light, the proper value of his services ;—services which were never requited to him in his lifetime, though often and most earnestly sought in every form which the circumstances of the times left open to him, nor to his heirs or representatives since his death.

On the 21st day of November, 1777, Congress passed a resolution for the recall of Mr. Deane, which was forwarded to him, in a letter from the Committee on Foreign Affairs,—(the Committee for *Secret Correspondence* was, by a resolution of Congress of the 17th April, 1777, changed into a Committee of *Foreign Affairs*,)—dated on the 4th of December, 1777, without comment or explanation on the part of the Committee. On the 8th of December, 1777, three weeks after the order before mentioned, Congress passed a preamble and *another* order, which are as follows :—

"*Whereas*, it is of the greatest importance that Congress should, at this critical juncture, be well informed of the state of affairs in Europe : And whereas, Congress have resolved, that the Hon. Silas Deane be recalled from the court of France, and have appointed another commissioner to supply his place :

"*Ordered*, That the Committee of Foreign Affairs write to the Hon. Silas Deane, and direct him to embrace the first opportunity to return to America, and, upon his arrival, to repair, with all possible despatch, to Congress."

This preamble and order were transmitted to Mr. Deane, in a letter from the Committee on Foreign Affairs, dated on the day of the passing thereof. Of which letter the following is a copy :

"York, 8th Dec. 1777.

"Sir: By accident, I find myself called upon singly, to execute the duty of the Committee on Foreign Affairs, in communicating to you an order of Congress, of this day, respecting your return to America.

"The order stands in need of no comment from the committee to elucidate it ; and, being drawn up in terms complimentary to your abilities, of serving these United States, upon your arrival here, I take pleasure in conveying it ; being, sir,

"Your very humble servant,

"James Lovell."

This last order and letter reached Mr. Deane, in Paris, on the 4th of March, 1778—the order of the 17th November, with the letter of the committee of the 4th December enclosing it, were never received by Mr. Deane, as is stated in his letter to the President of Congress, of the 28th of July, 1778. See *Diplomatic Correspondence*, vol. i. page 122.

In the resolution of Congress of the 8th December, 1777, and in the letter of the committee which accompanied it, the *only motive* disclosed for the order to Mr. Deane to return to America, was, "that Congress should, at that critical juncture, be *well* informed of *the state of affairs in Europe;*" and, in the letter of the committee, Mr. Deane was told that its terms were "*complimentary to his abilities,*" as it was evidently implied that *he* was *most competent* to inform Congress *well* of the state of affairs in Europe. Mr. Deane, therefore, had no occasion to look upon the order to return to America as a disapprobation of his conduct : nor did he so look upon it: much less to view it in the light of a recall, to account for his conduct, in the management of the *pecuniary transactions* committed to his care. The order stated, that he was wanted to *disclose the state of affairs generally in Europe*—meaning, of course, *political affairs ;* not to *settle an account of moneys* received and disbursed.

This comment upon the terms of Mr. Deane's recall is made, and is rendered necessary, because all his subsequent misfortunes grew out of the fact that he obeyed it with promptitude, and did not remain in France and settle his accounts, and bring the settlement with him to America. After the treaties of Feb. 6. 1778, were concluded, Mr Deane, with a devotion to the cause of his country which had no limits, set himself, individually, and in his individual character, without the interference of his able and patriotic colleagues, to obtain for his country, without further delay, the assistance of a powerful French fleet. He succeeded ; and the fleet of Admiral D'Estaing was despatched to America. That this great assistance was effected solely by Mr. Deane, is admitted by the other members of the commission, as may be seen in many of their public letters published in the Diplomatic Correspondence.

The treaties with France had been signed : yet it was agreed they were still to be kept secret, and were not to be made public in Europe, until intelligence should be received of their arrival and publication in America. France subsequently changed this plan, and announced to the

Court of London, the conclusion of the treaties—this rendered it absolutely necessary, with all possible secrecy and expedition, to despatch to America the French fleet at Toulon, under the command of the Count D'Estaing. The Count de Vergennes, and Doct. Franklin, advised Mr. Deane not to disclose his recall, and his intention to return, until the sailing of the fleet, in which it had been agreed that he should return to America.

Most of the contracts which had been entered into by Mr. Deane, on behalf of the United States, while he was sole agent in France, were, at the time of his receiving his recall, completed; and the monies advanced on most of them, yet the accounts of the contractors had not been finally closed and settled: it was therefore impossible for Mr. Deane, if he complied with the order of Congress "to embrace the *first opportunity* to return to America," and of the urgent request of the Prime Minister of France, and of Doct. Franklin, to go out in the French fleet, which sailed from Toulon on the 10th of April, 1778, to close the vast commercial and pecuniary concerns in which he had been engaged, and to carry out with him the settlements and vouchers; or even to close his private accounts; as it was only three weeks from the day he received his recall, to the day it became necessary to set out from Paris for Toulon. Any attempt to close his accounts would have disclosed his intended return, and defeated the secrecy which was enjoined in Paris upon that return, as well as have been exceedingly injurious to the credit of his country.

Though nothing appeared in the order of recall, nor in any of the letters of the committees in America, which intimated the least dissatisfaction with the conduct of Mr. Deane, or any suspicion of his faithful management of the public money, yet he was extremely desirous to settle and close all the transactions in which he had had any concern for the public, before he left Europe; but he finally submitted to the advice of the Count de Vergennes and Doct. Franklin, and departed from France in the French fleet, taking with him a transcript of the account of the United States' Banker in France, which gave the names of the persons to whom the public money had been paid. But, with a prudent forecast, to meet, as best he might, what might take place, and what did actually take place, he brought out with him the most honorable testimonials from the Prime Minister of the King of France, and from Doct. Franklin, of his zeal and *integrity* in the service of his country. Copies of these most honorable testimonials to the "zeal, activity and intelligence" of Mr. Deane,—of the esteem in which he was held, personally, by the French King and his Minister, and the testimony of Doct. Franklin, of his "*faithful*" service, and "ability as a minister," and of his "great and important services to his country," are filed among the papers which accompany this memorial, and will be found also in the Diplomatic Correspondence, vol. 1, page 118, 119, 120.

Such was the promptitude of Mr. Deane in obeying the orders of Congress, that immediately on his arrival on the coast of America, and before he had landed, on the 10th July, 1778, he reported himself to Congress from on board the French Admiral's ship, just then arrived in the Delaware bay. On the 13th of the same month, he rendered himself personally to Congress in Philadelphia.

It soon became apparent to Mr. Deane that, owing to causes of which

he was wholly ignorant, he was not in favor with Congress, for, although he had been sent for, expressly, to give information in person, of the *state of affairs in Europe*, and although he had, almost weekly, urged Congress in writing, to appoint a time in which he might discharge the duties which he had been sent for to perform, yet it was upwards of six weeks before any notice was taken of his attendance.—See *Diplomatic Correspondence*, Mr. Deane's letter of 22d Sept. 1778, page 124.

It was no longer to be concealed, that he was treated with neglect, for, although he unceasingly urged upon Congress, finally, to hear or to discharge him, that he might return to France, where the public and his private affairs were suffering from his long absence, and from which he did not calculate to be absent over three or four months, he did not obtain a second audience until late in December 1778, when he laid before Congress, on the 21st of that month, in writing, a narrative of all his transactions from the time of leaving America, in their service, until his recall and return. This written narrative your memorialists humbly conceive, would now be of vast consequence in elucidating the extensive and complicated accounts of Mr. Deane; but, they learn, upon application at the Department of State, that it is not there to be found; nor do the officers of the department know what has become of it; or how, or when it has disappeared; they have no knowledge whatsoever of such a paper. A mutilated copy is in the possession of your memorialists, discovered within the present year by your memorialists, with other papers of Mr. Deane.

Mr. Deane continued to attend in the city of Philadelphia, awaiting the orders of Congress, according to the terms of his recall, *to give information of the state of affairs in Europe*, until the 6th of August, 1779, a period of about 13 months constant attendance in Philadelphia, during the whole of which, he obtained but two audiences. That Mr. Deane was most anxiously desirous to impart free, perfect, and full information, in relation to *all* his transactions, and that he earnestly courted the strictest investigation of his conduct, which had been complained of to Congress by public agents abroad, is abundantly apparent from the great number of letters (being upwards of thirty) he addressed to Congress during the time of his attendance. Congress, however, thought proper, on the 6th of August, 1779, simply "to discharge him from any further attendance," without expressing any opinion whatsoever in favor of, or against, the correctness of his conduct as a public servant; but informed him, verbally, that a person would be appointed to settle his accounts in Europe.

Your memorialists beg to be understood as not wishing to say one word with respect to the relative merits of Mr. Deane and his accusers, nor with respect to the conduct or motives of those who interfered between him and his Government: they do not refer to them, by name; they allude to the fact of his having opponents, and of their interference between him and Congress, because it created suspicion in the minds of his employers against him; and was, in the end, the cause of ruin to Mr. Deane, in person, in fortune, and in reputation; and which, ultimately, hastened his death. They have nothing to do with the controversy; to revive it, by defending the one, or condemning the other, might prove injurious to the interests of your memorialists, whilst it could operate no possible benefit

to the dead. Let it therefore continue to sleep with the ashes of the actors themselves, who have, all of them, long since descended to the tomb.

Congress having, in no way, given Mr. Deane any official notice, or even intimation, of the difficulties which seemed to lie in the way of a perfect understanding between him and Congress, he alleges that, in private conversation with members, he was told that the only difficulty arose from the non-settlement of his accounts. Your memorialists have already adverted to that subject, and have demonstrated, as they humbly conceive, that it was out of his power to have effected the settlements; and, at the same time, to have obeyed the orders of Congress, "to embrace the *first* opportunity to return to America." Your memorialists have also shown that Mr. Deane had no reason to suppose he was recalled for the purpose of accounting for moneys, because the terms of the recall itself, expressly identified the object for which his attendance on Congress was required, viz: "to inform Congress of the state of affairs in Europe"—not money affairs, as is evident from the language of the order, for in that case, different and more definite terms would certainly have been used—but *political affairs* in general, was, and is, the only fair construction which can be put upon the language of the recall. Mr. Deane determined to return to France as early as opportunity would permit, for the purpose of settling his accounts.

On the 6th of August, 1779, the day Mr. Deane was discharged from further attendance on Congress, a resolution was passed by that body for the appointment of a suitable person to *examine*, in Europe, the accounts of the commissioners, commercial agents, and others entrusted with public money, and to certify his *opinion* thereon, previous to their being transmitted to Congress; and, on the 29th of September following, Joshua Johnson, of Maryland, was appointed.

The superiority of the British at sea, and the difficulty of procuring a safe conveyance, interposed to prevent the arrival of Mr. Deane in France, until the month of July, 1780, when he immediately applied to Mr. Johnson to enter upon the settlement of his accounts. Mr. Johnson, upon discovering that his powers were so exceedingly limited, declined to act under them.

Mr. Deane immediately addressed Congress upon the subject, and earnestly solicited that Mr. Johnson, or some other person, might be fully empowered to make a final settlement of his accounts; and, forthwith, set himself to put, not only his own accounts, but those of his late colleagues, and of every other person with whom he had transacted any business on public account, in a train for being audited and finally settled and closed.

In this business Mr. Deane was engaged more than twelve months at Paris, at a heavy expense for himself and a clerk, (Mr. Jacob Sebor, now living in Middletown, in the State of Connecticut,) and was in daily expectation that Congress would no longer delay the appointment of a person, with full and ample powers to close all the public accounts with which he had had any connection.

From the 6th of August, 1779, the time of his discharge from further attendance on Congress, when he received the verbal assurance that Mr. Johnson would be directed to settle his accounts, to the 15th of May,

1781, (nearly two years) he received no communications from Congress in answer to the various attempts he had made to bring about the settlements. On this last mentioned day, he again wrote to Congress upon the subject; and on the journals of that body of the 12th September, 1781, is found the following proceedings:

"The committee, consisting of Mr. Clymer, Mr. Lovell, and Mr. Sherman, to whom was referred a letter from S. Deane, of the 15th of May last, report: That provision is made for the *examination* of Mr. Deane's accounts by the appointment of a vice consul: whereupon, ordered, that Mr. Deane be informed of that appointment."

Mr. Deane received a notice of this resolution in November, 1781, and from July, 1780, to that time, (sixteen months) it was the only answer he received to his various and urgent applications for a settlement. On the 27th November, 1781, (see Mr. Deane's letter book) he wrote to Mr. Barclay, the vice consul, and asked his immediate attention to his accounts; and proposed to postpone all other business, for the purpose of attending to this. Mr. Barclay, in a personal interview with Mr. Deane, assured him that his instructions did not comprehend the accounts of Mr. Deane, as they (his instructions) only extended to the accounts of those who were *indebted to Congress*, and not to such as had claims *against the public*. In confirmation of this opinion, he exhibited his instructions to Mr. Deane, who, upon an examination of them, coincided in opinion with Mr. Barclay: an extract from these instructions accompany this memorial. [See Mr. Deane's letter to Mr. Barclay, dated 10th January, 1782.] As this letter shows clearly the perfect fairness of Mr. Deane, and how noble and generous were his offers and sentiments, it is humbly hoped it may not be overlooked. The following is a copy of that letter, extracted from Mr. Deane's original letter book:

GHENT, 10th January, 1782.

SIR: I this day received your favor of the 6th, in which you inform me that you have already written two letters to Congress, on the subject we discoursed of here. I am really obliged to you for your attention to what concerns me so nearly. You think that your instructions extend only to the accounts of those who are indebted to Congress. I confess that I think the letter of your instructions extends no farther, but I can hardly think that Congress really meant to settle no accounts but those in which the balance was evidently in their favor. You proposed a plan when I had the pleasure of conversing with you here, which exactly meets and agrees with my ideas on the subject. That Congress should authorize you or some other, if they please, to examine and settle my accounts, with power, in case of difficulty or uncertainty, to call in some person of known character and acquaintance with the subject that may occasion the difficulty or objection, to advise or decide. I hope that you have laid this proposal before them in your letters. I confess that I cannot conceive of any thing more fair and equal. In the mean time you ask of me "the state of the transactions, for that as soon as you peruse the accounts, you will tell me whether you think yourself competent to the final adjust-

ment of them or not." I am confident that, as an accomptant, you must be competent to any thing that is the subject of accompting; but you are not, by your instructions, authorized to settle mine, should there be but one livre due to me, whilst, should there be the same sum due from me, you have full power to proceed to a settlement. For my part, I am willing, and wish, (though my enemies may not believe me) to put the most favorable constructions on the resolves of Congress. The resolve informing me that you had instructions to settle my accounts, was passed in September, when I doubt not but they intended to have given you such instructions, but other affairs intervening, that it never was done. I would send you duplicates of my accounts by this post, but the time will not permit of it, having already sent on to Congress all the duplicates already made of them; but I have enclosed the state of the accounts, and will send you the particulars if a safe private conveyance offer, or at the expense of the postage of a small volume, if you judge it necessary. Suppose that Congress presumed that I had public moneys in hand, and, therefore, that my account was included in your instructions, they could not presume that they were infallible, on a subject not yet examined; and if, on a scrutiny, they should find themselves debtors, instead of being creditors, it is hardly to be supposed that they meant to make one law for their debtors, and another for their creditors; to receive, but not to pay. I have never had the least objection to submit my accounts to the examination of any impartial man, or men acquainted with accounts; and knowing you to be of this character, the receipts of the resolve of Congress gave me the most sensible pleasure. A sight of your instructions, and my conversation with you on the subject, gave me equal pain. If by the former resolves of Congress, or new ones which may be received, you judge yourself empowered to examine and close this old and to me ruinous affair, I shall be happy; and will wait on you here, or in Holland, or in France, with pleasure. Mr. Bromfield lodged here last evening. He left me a line, but going on early in the morning, I had not the pleasure of seeing him. I pray you to acknowledge the receipt of this, and to be assured that I am, with great sincerity,

Sir, yours, &c.

S. DEANE.

P. S. The sketch sent you is taken in haste, and not perhaps so regularly stated as you wish for; but you will reflect that, to be more particular, I must send you the whole of the articles, which, I have observed, fill a small volume. I have only to say, that I have vouchers for the greatest and most essential part of my charges. As to commission, I cannot presume that Congress will go in contradiction to their express agreement, or that they will treat me different from their other agents, who were allowed the same. Further, the above purchases were all made before the arrival of my colleagues, Dr. Franklin and Mr. Lee: for the purchases made afterwards, though the business was done entirely by me, I charged nothing.

S. D.

To Mr. Barclay, *Amsterdam.*

Laboring, as it is natural to suppose Mr. Deane had long been, under a deep sense of the injustice and ingratitude of his country; disappointed in every attempt which he had made to procure a settlement, and in every assurance which had been given him, that his accounts should be settled, and that he should receive the justice to which he was entitled, he wrote many letters to his friends in America, in some of which he gave his opinions freely on the state of affairs, and on the contest then going on, as well as upon the actions and motives of the different parties to the war, as well as those engaged in conducting it. Some of these letters were intercepted by the British, and were published in the Royal Gazette, in New York. The sentiments and speculations contained in these letters were exceptionable to some of those who were then in power in America; and being transmitted to France, they were equally so there; and, (as he has subsequently declared, and as from an inspection of his private and confidential letters, both before and afterwards, the whole of which accompany this memorial, it is now humbly believed by your memorialists, will be admitted by all,) with the purest motives, and the most ardent love of his country, he found himself looked upon in a light little less than a traitor to America and to France. Thus circumstanced, proscribed at home and abroad, and scorning to receive the protection of the enemies of his country, although he was charged with having sold himself to Britain, he submitted to a long and tedious exile in Flanders, carrying into banishment nothing but poverty, and a conscious feeling of the purity and rectitude of his conduct. Mr. Deane passed eighteen months in Ghent, living in a style wholly beneath his character and standing; confining himself to narrow and cheap lodgings, and most of the time living without even the indulgence of a servant, and getting his meals at a common eating house; seeing none that he could avoid, and corresponding only with a single person. See his letter to Robert Morris, dated October 10, 1783.

Whilst Mr. Deane remained in Flanders, he did not cease his exertions to close his affairs with the public. He transmitted his accounts to Congress, and humbly prayed their settlement, and the payment of the balance due him. He also sent copies of them to Dr. Franklin and to Mr. Barclay, and earnestly claimed their aid in effecting the object of his desire. See his letters to Mr. Barclay, of 10th January, 1782, 8th February, 1782, 18th February, 1782, 6th March, 1782, 22d March, 1782, 7th April, 1783, 30th June, 1783, 28th August, 1783, 7th November, 1783; and to Dr. Franklin, of March 30, 1782, May 13, 1782; to John Jay, February 10, 1783, February 28, 1783; to Robert Morris, 1st February, 1782, October 10, 1783; copies of which, extracted from his letter books, accompany this memorial.

On the 28th May, 1782, Congress appeared disposed to provide a way of closing their accounts in Europe, and on that day directed the appointment of a "commissioner to liquidate and finally settle all the accounts of the servants of the United States, who have been entrusted with the expenditure of public money in Europe." This resolution was reconsidered on the 29th of July, 1782; and, on the 18th of November, 1782, Congress re-enacted the resolution, and appointed Mr. Barclay, who was then vice consul in France, to be the commissioner. It was not until this provision was made that Mr. Barclay felt

himself at liberty to act upon Mr. Deane's accounts; yet he did not, even under this appointment, and the instructions which he received under it, feel himself authorized finally to close Mr. Deane's transactions; this is evidenced by the correspondence between the parties, which accompanies this memorial; as also, by Mr. Barclay's letters to the Superintendent of Finance, and his application to Congress for special orders and instructions, in relation to these particular accounts, as may be seen by his letter, dated as far forward as the 8th June, 1784, hereinafter referred to.

The accounts of Mr. Deane were referred by Congress, in 1783, to a committee, consisting of Mr. Arthur Lee, (the same gentleman who had been associated with Mr. Deane as ambassador in France, Mr. McHenry and Mr. Gerry. This committee it appears by letters accompanying their report, investigated to some extent the claims Mr. Deane, and the principal object they seemed to have in view was to discredit his charges. They appeared to be wholly ignorant of the existence of a contract whereby he was to have five per cent. for his purchases and shipments in France, and of his instructions to procure clothing, arms, accoutrements, and military stores for the armies of the United States. Having collected all that could be collected against the claims of Mr. Deane, and satisfied of the verity of the contract and instructions about which they made inquiries, the committee, on the 4th of November, 1783, made report to Congress, recommending that Mr. Deane be allowed his expenses, from his departure from Philadelphia, in March, 1776, to 4th of June, 1778, and salary as commissioner, from the time he received his appointment, to the same day, (Mr. Deane claimed an allowance of salary and expense to August, 1780, when he arrived in France, from where he had been recalled by Congress.) *The committee further recommend that he* be allowed *his commission of five per cent.* for his purchases and shipments, previous to the time at which he commenced to discharge his duties as a public ambassador, but not afterwards. A copy of this report, with all the documents, and the accounts which were before the committee, your memorialists have obtained from the Department of State, and which now accompany this memorial.

Thus the right of Mr. Deane to this commission was fairly and fully admitted; yet, in the adjustment of his accounts, which was made in Europe, several years afterwards, by Mr. Barclay, and which your memorialists will presently advert to, no allowance whatsoever was made for this commission on any portion of Mr. Deane's purchases and shipments to America.

Whether this report of the committee, which was intended for the government of Mr. Barclay, ever reached that gentleman, your memorialists have not been able to ascertain; they incline to the opinion that it did not, as they are unable to discover in Mr. Barclay's correspondence with the Government, and in the correspondence between Mr. Barclay and Mr. Deane, any reference whatever to it. Indeed your memorialists believe that this report ever remained alike unknown to Mr. Barclay and to Mr. Deane.

This opinion is borne out by the fact that, on the 8th of June, 1784, upwards of seven months after the report was made, Mr. Barclay trans-

mitted to the Superintendent of Finance (the Hon. Robert Morris) Mr. Deane's accounts, with his remarks upon such charges as seemed to require explanation, and asked for instructions as to their settlement. Mr. Morris, for the second time, brought Mr. Barclay's letter and the accounts of Mr. Deane before Congress, and informed that body that, "if any remarks were proper to be made upon them, or any instructions necessary to be given, Congress alone were competent to the framing of them." As Mr. Barclay's letter of the 8th of June, 1784, was written seven months after the report of the committee, of which Mr. Arthur Lee was chairman, had been made, and, as no mention whatever is made in that letter of the report of the committee, and Mr. Barclay asks for specific instructions, which were specifically given in the report, your memorialists are strengthened in their conclusions, that neither Mr. Barclay or Mr. Deane ever came to a knowledge of the existence of that report.

Your memorialists have carefully and critically examined the journals of Congress to ascertain whether Congress ever took any special order upon the report of Mr. Lee's committee of the 4th of November, 1783, disapproving the principles therein set down for the settlement of Mr. Deane's account, and find that no such order was ever taken. It is therefore fairly to be presumed that Congress were satisfied with those principles, and acquiesced in them.

Mr. Deane received information from Mr. Barclay, in March, 1783, of his (Mr. Barclay's) appointment as "Commissioner to liquidate and finally to settle the accounts of the servants of the United States, who have been entrusted with the expenditure of public money in Europe." Mr. Deane immediately requested to be informed of the manner in which Mr. Barclay proposed to make the settlement, as he might be the better prepared to comply with Mr. Barclay's requisitions. See Mr. Deane's letter to Mr. Barclay, dated April 7th, 1783.

Not hearing from Mr. Barclay as early as he expected, Mr. Deane, on the 30th June 1783, again addressed him on the subject; and earnestly requested to be informed as to his instructions, with respect to his accounts, particularly; and whether those instructions authorized him to make a *final* settlement, and *to pay the balance* which might be found due. In this letter, also, Mr. Deane very properly observes, that, as his accounts were before Congress when his (Mr. Barclay's) instructions were given, it was probable that, if Congress had any objections to the charges, notice would have been taken of such charges. See Mr. Deane's letter to Mr. Barclay, dated 30th of June, 1783. Your memorialists will here beg leave humbly to remark, that as Congress had before them all the accounts of Mr. Deane when they gave their instructions to Mr. Barclay to settle them, if any objections had existed to any of the charges therein contained, it is fair to infer that they would have been the subject of a special notice in the instructions *given* to Mr. Barclay.

On the 8th of July, 1783, Mr. Barclay informed Mr. Deane, he had no *particular* instructions relative to the settlement of his accounts. On the 28th of August, 1783, Mr. Deane transmitted his accounts to Mr. Barclay, with a long letter explanatory of the several charges. See letter to Mr. Barclay, dated 28th of August, 1783.

On the 16th of September, 1783, Mr. Barclay informed Mr. Deane of

the course he intended to pursue, with respect to his accounts, which was, "that such items as wanted some regularity or clearing up, must be referred to the immediate decision of Congress." Mr. Deane immediately, that is, on the 7th of November, 1783, as soon as he received Mr. Barclay's letter, transmitted to him vouchers to sustain his charges, and gave long and clear explanations of the errors in the charges of the United States against him, and of his charges against the United States.

To this letter your memorialists beg leave to call the attention of your honorable bodies, being highly important to a correct understanding of many items on both sides of the account. See it, dated London, Nov. 7, 1783.

It ought here to be recollected that Mr. Deane was in Europe, and the agent appointed to settle his accounts was also in Europe; that he had, by letters, for years, been endeavoring to get Congress to pass upon his accounts; and, after years of patient endurance, a Commissioner was appointed to settle the accounts. What then must have been Mr. Deane's surprize at being told that all charges which the Commissioner chose to consider as "wanting regularity or clearing up," must be referred back to America, for the decision of Congress? To refer these accounts back to America, to be passed upon by Congress, after what had taken place, would have been, under the circumstances of the case, a total denial of justice to Mr. Deane, or, what was tantamount to it, an indefinite postponement of their final adjustment.

This, Mr. Deane, at the time of writing this letter to Mr. Barclay, (Nov. 7, 1783,) foresaw; and, before and afterwards, endeavored to prevent, by repeated offers to arbitrate every doubtful case, and to leave the public to name the arbitrators, provided they might be honest and intelligent men, and have some knowledge of the common usage of trade and business, so far as regarded the disputed charges. This fact will be seen on reference to the various letters of Mr. Deane to Mr. Barclay, particularly that of the 7th Nov. 1783; and Mr. Barclay's letter to Mr. Robert Morris, dated Paris, 8th of June, 1784.

If it should be inquired why Mr. Deane remained in London, and did not go to Paris where Mr. Barclay was, and personally superintend the settlement of his accounts, it can be answered that the Government of the United States, having, after his *private* letters to his *private* friends, had been intercepted and published, notified the French Government of the fact, and the French Minister having taken up a violent personal prejudice against Mr. Deane, from some remarks contained in these letters, personal to himself, Mr. Deane ascertained from his correspondent, Doct. Bancroft of Paris, that his person would not be safe in Paris. He endeavored, through Doct. Franklin and Mr. Barclay, at various times, to obtain a passport and a written assurance of safety, which the French Minister always declined to grant, but made verbal assurances that *he* would not cause him to be troubled. These assurances Mr. Deane was too well versed in the arts of the police of France at that day to trust to; and could not, consequently, venture to Paris personally to superintend the settlement of his accounts.

After the receipt of Mr. Deane's letter of the 7th November, 1783, Mr. Barclay, as appears by his letter of the 8th of July 1784, to Mr. Morris, proceeded to adjust the accounts in his own way; and having stated his

views with respect to them in general, he transmitted them to the Superintendent of Finance with a view to obtaining further information and instructions. The Superintendent of Finance, Robert Morris, Esq. on the 30th September, 1784, communicated the accounts, with Mr. Barclay's letter, to the President of Congress, with a remark that, "if any further instructions were necessary, *Congress alone were competent to the framing of them.*" See Mr. Morris's letter to the President of Congress dated "Office of Finance, 30th September, 1784."

Your memorialists have diligently examined all the journals of Congress, and they do not find that Congress took any order upon the application of the Superintendent of Finance of the 30th September, 1784, or that Congress ever thereafter passed in any way, upon the accounts of Mr. Deane.

Having been nearly six years earnestly beseeching a settlement of his accounts; having been disappointed in every way in his endeavors to effect it; having been, during almost the whole of this time, suffering all the ills of poverty; his affairs prostrate, and his credit as a man and a merchant ruined, while the Government of his country, a country that he had honestly and faithfully served, was deeply indebted to him; being at length driven to resort to his friends, in a manner that his high and proud spirit would have once disdained, to obtain the means of living from day to day; being in a foreign land among strangers, who, to say the least, were not his friends, and who looked upon him with suspicion; determined never to return to his own country till his reputation for honor and for honesty should be cleared of the cloud which obscured it—and this could not be done till his accounts were adjusted and the balance due him paid up—having been denounced in his native land and in his own country as its enemy, whilst *he knew* himself to be an innocent man, a faithful citizen, and an ardent patriot; being looked upon through the representations of his own Government, in the country which had been the theatre of his greatest, most useful and most extensive actions, as a traitor, and not daring to set his foot in France, even for the purpose of attending to his private affairs; the energies of the capacious mind of Mr. Deane seem to have given way, and from the year 1784, he seems to have given up all hopes or expectation of ever bringing his accounts with the United States, to a fair and honorable conclusion; and to have, in consequence, abandoned himself to despair, for your memorialists can find no trace whatsoever, either in his letters, or in the public offices, or the correspondence of Mr. Barclay, that Mr. Deane, after 1784, done any thing, or took any part whatsoever, in the settlement of his accounts; which settlement was subsequently made by Mr. Barclay without the aid or presence of Mr. Deane.

Indeed it is with pain and mortification that your memorialists are constrained to admit that they have learned, from private sources, that Mr. Deane's mind appeared to have sunk under the great accumulation of misfortune which was brought upon him by the long delay of justice by his country; and that he gave way to indulgences which unfitted him for business; and his eventful and checkered life was closed by death in London in the month of August, 1789; having never returned to his family or friends in America, after he embarked upon his return to France in 1780, to settle his own accounts, and the accounts of the public

contracted under his agency, and having been but once in America, from the period of his embarkation on public affairs in March, 1776.

For a more detailed and particular account of his misfortunes, the wretchedness of his life, his blasted prospects, and the extreme poverty in which his misfortunes and his necessities compelled him to linger out the last years of his eventful life, your memorialists will take the liberty to refer your honorable bodies to an obituary notice of him, published in the London newspapers, and extracted into the American Mercury of the year 1789, (the year of his death) a transcript of which accompanies this memorial.

In corroboration of what your memorialists have with such pain and mortification felt themselves constrained to say, with respect to the poverty and distresses of Mr. Deane, while in London, awaiting the settlement of his accounts and the payment of the balance due him from the United States, your memorialists feel themselves at liberty to refer to a correspondence between Mr. Jefferson, when Minister of the United States in France, and Mr. Jay, Secretary for Foreign Affairs. In a letter from Mr. Jefferson, dated Paris, August 3d, 1788, is the following passage:

"About three weeks ago a person called on me, and informed me that Silas Deane had taken him in for a sum of 120 guineas, and that being unable to obtain any other satisfaction, he had laid hands on his account book and letter book, and had brought them off to Paris, to offer them first to the United States, if they would repay him his money; and, if not, that he should return to London and offer them to the British Minister. I desired him to leave them with me four and twenty hours, that I might judge whether they were worth our notice: he did so: they were two volumes; one contained all his accounts with the United States, from his first coming to Europe, to January 10, 1781. Presuming that the Treasury Board was in possession of this account till his arrival in Philadelphia, August, 1778, and that he had never given in the subsequent part, I had that subsequent part copied from the book, and now enclose it, as it may, on some occasion or other, perhaps, be useful in the Treasury Office. The other volume contained all his correspondencies, from March 29th to August 23d, 1777. I had a list of the letters taken by their dates and addresses, which will enable you to form a general idea of the collections, on the perusal of many of them. I thought it desirable that they should not come to the hands of the British Minister, and from an expression dropped by the possessor of them, I believe he would have fallen 50 or 60 guineas. I did not think them important enough, however, to justify my purchasing them without authority; though with authority I should have done it; indeed I would have given that sum to cut out a single sentence, which contained evidence of a fact not proper to be committed to the hands of enemies. I told him I would state this proposition to you and wait orders. I gave him back the books and he returned to London, without making any promise that he would await the event of the orders you might think proper to give."

In reply to this letter, Mr. Jay answers, under date of November 25, 1788, as follows:

"The circumstance of Mr. Deane's letter book and account book being offered to you for sale is a singular one. I wish you had purchased

them. On this subject I cannot, indeed, give you any instructions or authority; but I will venture to advise you in express terms to make the purchase. I have no doubt that Congress will be satisfied with it. To me it appears expedient, and the same opinion prevails among the members of Congress who have read your letter."

On the 12th of March, 1789, Mr. Jefferson wrote to Mr. Jay on the subject, in which he says:

"On the receipt of your letter, advising me to purchase the two volumes of Deane's letters and accounts, I wrote to the person who had them, and after some offers and refusals, he let me have them for 25 louis, instead of 120 louis, asked at first. He told me that Deane had still six or eight volumes more, and that when he should return to London, he would try to get them, in order to make himself whole, for the money he had lent Deane. As I knew he would endeavor to make us pay dear for them; and it appeared to be your opinion, and that of the members you had consulted, that it was an object worthy attention, I wrote immediately to a friend in London to endeavor to purchase them from Deane himself, *whose distresses and crapulous habits* will probably render him more easy to deal with. I authorized him to go as far as fifty guineas. I have as yet no answer from him."

This correspondence establishes, beyond controversy, the fact of Mr Deane's poverty and distress. It ought to be borne in mind, that this attempt to get from Mr. Deane the remainder of his correspondence and accounts, which were to him, so far as regarded his character for honor and integrity, of estimable value, took place only four months before death relieved him from his "distresses," and put a final termination to his "crapulous habits."

It appears by Mr. Jefferson's letter of the 12th March, 1789, that he became possessed of a volume of Mr. Deane's letters, containing his correspondence from March 29th to August 23d, 1777, and his book of accounts with the United States, from his first going to Europe, to January 10, 1781. These volumes would be to your memorialists of exceeding value, more especially the book of accounts, as they have no doubt that that book contained, as Mr. Jefferson said it did, "*all his accounts* with the United States," including vouchers for, and explanations of, its items. But your memorialists are pained to be under the necessity of saying, that they have been answered at the Department of State, that that Department has not, at this time, those books in its possession; nor has any of the persons now employed in that Department any knowledge whatsoever of said books; nor can your memorialists gain any information respecting them from the Department of the Treasury. This is exceedingly to be regretted, as they have no doubt that those books would greatly facilitate the adjustment, which it is the object of this memorial to seek, and they pray your honorable bodies that, if it be within your power to cause them to be forthcoming, that measures be forthwith taken for that purpose.

Having thus explained the nature of Mr. Deane's claims against the Government, and given a circumstantial account of his unceasing and most earnest exertions to procure their liquidation and settlement, and

having candidly and faithfully shown that he was never able to effect it, when he was in a situation to have done it, fairly and satisfactorily; having shown, from his letters to Mr. Barclay and others, that he offered to submit every item to the arbitrament of disinterested persons, of competent knowledge, to be selected by the agents of the public; all of which offers were unheeded and disregarded; having shown by his letters that he gave long and copious explanations of such charges as seemed to require explanation; and further, that he clearly and forcibly explained the erroneous entries of money that stood charged against him; and, finally, that he abandoned all hope of ever effecting a settlement; and, from trouble, distress, and despair, whereby the energies of his capacious mind, and his bodily powers, became so impaired and affected, that he was unable at length to do any thing in person towards a settlement. Your memorialists have to state, that Mr. Barclay, "commissioner for settling accounts of the servants of the United States, who had been entrusted with the public money in Europe," proceeded, of himself, in the years 1786 and 1787, to make an *ex parte* settlement of Mr. Deane's accounts, after his own manner, and, in many instances, paying no respect to the explanations of Mr. Deane, and his vested rights, under his contract of the 19th February, 1776, with the Committee of Secrecy; and his appointment and instructions of the 3d March, 1776, from the Committee of Secret Correspondence.

That settlement was concluded by Mr. Barclay, in Paris, and bears date on the 20th July, 1787. It now becomes the duty of your memorialists to examine that settlement, (a certified copy whereof, from the office of the Register of the United States Treasury, accompanies this memorial,) and to point out its errors and defects.

	Livres. Sols. Dens.	Livres. Sols. Dens.
That settlement closes with a balance which it admits to be due to Mr. Deane of		6,117 05 10
Under date March 30th, 1778, Mr. Deane is charged with a payment made by Mr. Grand, the banker, said to be for account of *General Hill Taylor*, -	1,200 00 00	
And Manceau, *see page 2 of the account*,	432 00 00	
	1,632 00 00	
It was found by Mr. Barclay that these sums were not properly chargeable to Mr. Deane, and on page 3 of the account, he is credited with the amount, - -	1,632 00 00	
The account is then balanced, and a new account is opened; and on the 6th page the same items are again charged and under the same date, - - -	1,632 00 00	
On the 7th page, the charge for Manceau is again credited, - -	432 00 00	
Leaving the 1,200 livres standing charged, - - - -	1,200 00 00	

	Livres. Sols. Dens.	Livres. Sols. Dens.
The account is then again balanced and a new one opened; and on page 8, the charge for Manceau is repeated for the 3d time, and is not afterwards credited,	432 00 00	
Making 1,632 livres to be added to the balance due Mr. Deane, - -		1,632 00 00
On page 6, is a charge paid Brousie, for wine, - - - -	294 00 00	
On page 7, Mr. Deane is credited with this, which was charged to expenses of Ministers, - - - -	294 00 00	
The account is then balanced; and on page 8, the same charge is again repeated, and is no where credited. It is therefore to be added to Mr. Deane's balance,		294 00 00
On page 8, Mr. Deane is charged, "paid him out of the money which he and Dr. Franklin took up jointly," -	1,473 00 00	
On page 19, this charge is credited and the account is balanced; and then on page 18, the charge is repeated, and is no where afterwards credited. It is therefore to be added to Mr. Deane's balance,		1,473 00 00
On page 8. Mr. Deane is charged for ½ balance, being his proportion of money Franklin, Deane and Lee took up jointly,	2,103 18 00	
On page 19, this charge, being found erroneous, is credited, and the account is balanced; after which, on page 18, the charge is repeated, and is no where afterwards credited. It is therefore to be added to Mr. Deane's balance, - -		2,103 18 00
On page 6, Mr. Deane is charged with two errors, amounting together, to the small sum of three livres; and a little further down, on same page, the charge is repeated. He must have credit for one of the charges, - - - -		3 00 00
Mr. Deane entered into contracts with the Baron de Kalb, and with the Viscount de Mauray, to enter into the service of the United States.		
By the terms of these contracts, he was to advance to those officers 16,800 livres each. He paid them 8,800 livres each, in cash, and gave each of them a bill on Messrs. Delaps for 8,800 livres. In the		

	Livres.	Sols.	Dens.	Livres.	Sols.	Dens.
settlement made by Mr. Barclay, Mr. Deane, at page 15, is credited with the 8,800 livres cash payment. The Messrs. Delaps are credited with the bills, (see their account) and the bills are actually *charged* to Mr. Deane at page 8, as though they had been on private account. As these bills were on public account, they must of course be deducted from the charges *against* him, and their amount must pass to his *credit*, - - -				16,000	00	00
The *original contracts* with the Baron de Kalb and the Viscount de Mauray, are presented with this memorial, to which reference is respectfully requested, as showing the fact that these bills were given in fulfilment of those contracts.						
In the account of the United States against Messrs. Delaps, as stated and settled by Mr. Barclay, at page 4, under date October 24th, 1776, they are charged as follows:						
"For neat proceeds of 196 barrels and 79 half barrels of *rice*, and 34 tierces and 1 qr. cask of *indigo*, received by her (the Dolphin, Capt. Wm. Moore,) from Charleston; consigned to them (Messrs. Delaps,) by John Dorsius, of Charleston, South Carolina. The proceeds to be *held at the disposal of Silas Deane, at Paris*,"	83,272	16	00			
On the same page, Messrs. Delaps are also charged with the nett proceeds of a parcel of *logwood*, received per the Mary, Capt. J. Morgan, - - -	2,441	06	09			
Making - - - -	85,714	02	09			
Messrs. Delaps are credited by Mr. Barclay, by Mr. Deane's bills in favor of Girardot & Co. and by commissions and accounts due to Girardot & Co. by Mr. Deane, to a very large amount; and the several items of it are charged to Mr. Deane, under the same dates that they are credited to Delaps.						
Upon the settlement of accounts with Messrs. Delaps, it was found they were much in advance to the United States, upon which advance they charged, and were allowed by Mr. Barclay, interest to the amount of - - - -	42,125	09	02			

Livres. Sols. Dens.

To this credit of interest to Messrs. Delaps, is appended by Mr. Barclay, the following *singular and extraordinary explanation*, viz:

"It appears by Delaps' general account of interest, that the balance of interest due them, chiefly accrues from the sums charged to Mr. Deane. But it is to be observed that *if Mr. Deane is or shall be credited for any of these sums charged to him* from Delaps' account, that the interest also must be considered.

"The proceeds of the *rice, indigo*, and *logwood*, answer for about the advances Delaps made on account of the United States. But in case those proceeds amount to 2,441 6 9, and 83,272 16, making together 85,714 2 9, *do not belong to the United States*, Mr. Deane must have credit for interest on the whole advances Delaps made on account of the United States, being above debited, *for all the interest* Delaps charge."

This same sum of 42,125 9 2 for interest is then brought to the debit of Mr. Deane, and is expressly stated to arise on payments to Girardot & Co. on his account. To this charge against Mr. Deane is also appended a note in the same words as that appended to the credit to Delaps, and which is quoted word for word above.

It thus appears, by Mr. Barclay's own admissions, clearly and distinctly made and expressed, that, at the time he charged Delaps with the proceeds of the *rice, indigo and logwood*, as the property of the United States, *he doubted whether it was the property of the United States*, and says, distinctly, that if it should afterwards appear that it was *not* the property of the United States, Mr. Deane must have credit for the interest allowed Delaps on advances to Mr. Deane. It is therefore clear, that Mr. Barclay admits, that, if these proceeds did not belong to the United States, they *did belong to Mr. Deane;* else why, if they could, by possibility, be the property of any other person, credit Mr. Deane with the interest on payments made to him. This is also clear from the expressions he uses—"that if Mr. Deane shall be credited with any of the sums then charged against him for payments to Girardot, that the interest must come off." These payments, it is admitted, were made in payment of the proceeds of this very *rice, indigo and logwood.*

But, if this matter was doubtful to Mr. Barclay, when he settled Delaps' account, which was not until 1785, (as the credit to Delaps and the charge to Deane is made on an account rendered by Delaps on the 7th of March of that year,) it is no longer so. It is expressly stated, in

Delaps' account, that the *rice* and *indigo* were consigned to them by *John Dorsius*, of Charleston, with orders to hold the proceeds *subject to the order of Silas Deane.*

It will appear, by sundry *original letters* from Robert Morris, who, in the year 1776, (the date of these transactions,) was the most eminent merchant in the United States, which letters are wholly in the proper hand writing of Mr. Morris, and accompany this memorial, that Mr. Morris and Mr. Deane were deeply concerned, as partners, in trade; and that *Mr. John Dorsius* was their agent in Charleston, and Delaps in Bordeaux. It will also appear, by Mr. Morris's letter bearing date Philadelphia, August 11th, 1776, in which he advises Mr. Deane to make large shipments of goods on their account, and that he would remit in *rice* and *indigo*, &c.; but more particularly so in the letter dated Philadelphia, September 12th, 1776, wherein he says, a cargo of *rice* and *indigo* was *then* shipping on their account, as he had given orders to that effect.

Your memorialists beg leave to call the attention of your honorable bodies to the dates of these transactions, for the purpose of showing how exactly they correspond with each other. Mr. Morris, in his letter of the 12th September, 1776, to Silas Deane, says, *a cargo of rice and indigo* was *then* shipping, that was, on the 12th September, the proceeds of which is for his, Mr. Deane's, account. On the 24th of October following, that is, 43 days thereafter, Messrs. Delaps receive and sell *a cargo of rice and indigo*, with orders from Mr. John Dorsius, the agent of Mr. Morris in Charleston, to *pay the proceeds to Silas Deane.* Forty-three days is about a fair allowance for the voyage and the sale of the cargo; and forty-three days after Mr. Morris advised Mr. Deane of the shipment, the cargo is received, and the proceeds are subject to Mr. Deane's orders.

Mr. Deane, it appears, drew for these proceeds, and, by the accounts of Delaps, it would seem, generally, in the name of Girardot & Co.; and when Mr. Barclay came to Europe to settle the public accounts, he transferred, at hazard, as appears from his own remarks, the proceeds of this *rice* and *indigo* to the credit of the United States, and charged Mr. Deane with the whole amount taken up by him on account of said proceeds.

He not only did that, but he did more: he charged Mr. Deane with the interest on the amount paid to him by his consignees, on account of these very proceeds, which were unquestionably his own property.

As it is clear, then, that these proceeds were the private property of Mr. Morris and Mr. Deane, and as Mr. Barclay charged Mr. Deane with them, or rather with the amount paid him on account of them, and thereby,

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by that amount, reduced Mr. Deane's claim against the United States; the amount must therefore be restored to Mr. Deane's credit, viz: - - - - - 85,714 02 09

And then, according to Mr. Barclay's own showing, the interest which he charged to Mr. Deane, as having been allowed to Delaps, on account of the payment to Mr. Deane for these very proceeds, must also be credited to Mr. Deane, viz: - - - - - 42,125 09 02

In illustration of the fact, that Mr. Deane's private property in the rice and indigo mentioned above, were credited to the United States, and that he was charged with the money paid to him as the proceeds thereof, your memorialists will state, that this was not the only instance of the kind which occurred in the accounts between that gentleman and the United States. In the month of January, 1777, [See Robt. Morris's original letter, dated January 31, 1777,] Mr. Robert Morris shipped to Messrs. Plaire & Penett of France, 86 hhds. of tobacco, with directions to hold the proceeds subject to the order of Silas Deane & Thomas Morris. Thomas Morris turned the proceeds wholly over to Silas Deane.

These proceeds were remitted by Messrs. Plaire & Penett, to Solieur, one of the bankers of the United States in Paris. They were taken up by Silas Deane, and, in making out the accounts in France, between Mr. Deane and the United States, while Mr. Deane was attending upon Congress in Philadelphia, in obedience to order, the proceeds of this very 86 hhds. of tobacco, amounting to 48,252 4 livres, were actually charged to him, as so much advanced him by the United States. Upon his return to France, Mr. Deane discovered the error, and explained it; it remained charged; he remonstrated against it repeatedly, and sent copies to Mr. Barclay of all the papers relating to the transaction—[See his letter to Mr. Barclay, dated Nov. 7, 1783]; yet this charge was permitted to remain against him until the account was finally settled in July, 1787, when he was credited with it; which fact of correction was never known by Mr. Deane. He died in ignorance of it. The transaction relative to the rice and indigo is similar, except, that, in the latter case, he is actually charged with interest on the money paid him by his own consignee, for his own property. Mr. Deane also died ignorant of the fact that he was charged with the proceeds of *his own* rice and indigo. Having no idea that Mr. Barclay would or could claim these proceeds; they are never referred to in his correspondence or explanations.

Under date of July 3, 1778, page 2, Mr. Deane is charged with 3,600 livres for six months' house rent due on that day, and paid by Mr. Grand the banker. Mr. Deane and Doct. Franklin occupied the same house;

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and, according to the usage of that day, and the resolution of 28th September, 1776, [See Secret Journals, vol. 2, p. 33,] *all* the expenses of the commissioners were to be paid by the Government, independent of a fixed compensation.

Doct. Franklin and Mr. Deane might have occupied separate houses, and the Government must have paid the rent of both, each of which might have equalled, and, indeed, exceeded, that occupied by them jointly. Their joint occupancy of the same house was, therefore, a clear saving to the Government of the rent of a house. Now Mr. Deane left Paris on the 1st April, 1778, three months before this rent was due or paid, under orders to return to America to give Congress an account of the state of affairs in Europe; and, when he left Paris, he left Dr. Franklin in the occupancy of the house, and, as the Government was bound to find Doct. Franklin a house, no part of the rent for the last three months of the six charged, ought, under such circumstances, to be set down to the account of Mr. Deane. The charge, therefore, it is manifest, has been erroneously made for the three months after he left France, and your memorialists ask that it may be written off. - - - - 1,800 00 00

The next charge is *livres* 5,509 2 0 said to be expended in the purchase of articles for the President of Congress, and is said to be admitted by Mr. Deane to have been so expended. Now it is a fact, as appears from the Journals of Congress, and the public accounts of that day, that the household, and almost all other expenditures of the President of Congress, were borne by the public. There is no account showing of what the articles consisted for which this charge is made, but there can be little doubt that they were articles designed for the household of the President, or such as would have been paid for by Congress. It is possible that, originally, Mr. Deane may have intended these articles as a present to the President, though the magnitude of the amount seems to forbid the idea: but even admitting that such was originally the intention, the course which events subsequently took between Mr. Deane and the Government, the long and cruel delay of justice which he experienced, and which finally brought about his ruin and death; the extraordinary disposition which, in the ex parte settlement that afterwards took place, to charge him with every thing which they did not know exactly how to charge to any other person, would seem to render it an act of justice to Mr. Deane for your memorialists *now* to claim this sum at the hands of the Government; and for these same reasons, the honor of the Government itself, seems equally to require that the amount should pass to the

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credit of Mr. Deane. Your memorialists ask therefore for its allowance. - - - - - - 5,509 02 00

In the account of Messrs. Delaps, under date May 20th, 1777, they are credited with 225 livres for *three cases of wine* sent to the President of Congress, and the amount is debited to Mr. Deane without further remark. For the reasons given in respect to the last charge, your memorialists ask that Mr. Deane may receive credit for this charge also - - - - - - - 225 00 00

In the account of Messrs. Delaps, they have received a credit for their draft furnished Mr. Deane in favor of Doct. Edward Bancroft, on Snell and Co. of London, for £30 sterling or *livres* 703 17 4. This money was transmitted to Doct. Bancroft by Mr. Deane, by order of the Committee of Secret Correspondence, as may be seen by their instructions, to enable Doct. Bancroft to come over to Paris to confer with, and assist Mr. Deane in the business of his mission; yet this money is charged to Mr. Deane on page 6 of the account. It is evidently an error, and must be written off and credited to Mr. Deane 703 17 04

On page 8 of the account, Mr. Deane is charged with a balance due on the joint account of Franklin and Deane, of 19,873 13.

By the account itself of Franklin and Deane, a certified copy of which accompanies this memorial, it appears that they were charged with 54,336 14; and credited with various expenditures, among which was one of 19,139 13 6, for house expenses, properly chargeable as such. This sum was divided, and one half thereof, that is 9,569 16 9 *was again* actually *credited* to the *private* account of Doct. Franklin, as is stated on the account, and may be seen on an examination, at the Treasury, of Doct. Franklin's accounts. It is not perceived upon what principle of accounting, Doct. Franklin had the benefit of a credit for the expenditure of money which had never been charged to him. But this is a matter nowise concerning your memorialists, and would have passed unobserved, had it not been connected with an error to the prejudice of Mr. Deane. After all the credits had been made on this joint account to which the parties were entitled, there remained, it would seem, 10,303 16 3 unaccounted for; this deficit is, forthwith, without explanation or reason, *charged in whole*, to the *private* account of Mr. Deane, while no part of it is charged to the private account of Doct. Franklin, which account, on the contrary, is actually credited with that which had been *before credited* to the joint account. This is certainly a new method of bookkeeping, and argues little for the knowledge of the accountant in that science or art. While Doct. Franklin has the benefit of a *credit* for one half of the 19,139 13 6,

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Mr. Deane has the benefit of a *charge* for the other half. (which was correct,) which being added to *the whole* of the deficit of the joint account, produces the above mentioned sum of 19,873 13.

As it respects this deficit of 10,303 16 3 in the joint account, there is no law, rule or usage, in settling or balancing partnership accounts, which authorises a *whole* deficit to be debited to *one* of the parties, unless for reasons which must be stated it is so done; but it is to be *averaged*, and each party to bear his relative portion; under this rule, one half only of the balance should have been charged to Mr. Deane, he is therefore on this charge *entitled* to a credit for the other half, equal to - - - 5,151 18 1 which ought to have gone to the debit of Doct. Franklin, the other partner in the joint concern.

On page 6 of the account, Mr. Deane is charged with 46 2 postage paid by Delaps; and for which Delaps had received credit from the United States, which is credited to Mr. Deane in a credit of 624 18, on page 19 of the account: which credit of 624 18, is made up of the said 46 2 and 578 6, paid by Germany, Girardot and Co. But at page 8 of the account, Mr. Deane is again charged with 107 17, other postage paid by Delaps, and for which Delaps received a credit from the United States. This is a contingent charge, and as Mr. Deane has been charged with it, certainly ought to be deducted and credited to Mr. Deane - - - - 107 17 00

Mr. Deane has, however, received no credit whatever for the various payments made by himself, in person. on account of postage, during the time he was in France as a public agent; the only credits he has received has been that which was paid by his correspondents and charged in their bills. During the period of his residence as a public functionary, he paid bills for postage, amounting altogether to 394 *livres* 5 *sols*, a particular account of which, exhibiting the date and amount of each payment, has been extracted from the general abstract of his expenditures. The omission being discovered, and the amount ascertained, it will, of course, pass to his credit 394 05 00

On page 6 of the account, Mr. Deane is charged with 2,400 livres, paid by Mr. Grand on the 21st of December, 1777, which Mr. Deane alleges was drawn to defray, and was actually used in defraying, the expenses of the commissioners jointly, while residing at Passy. Mr. Deane, in his detailed abstract of expenses, refers to this charge as an error: he frequently refers to it in the same way. It was, doubtless, an error, and its amount is now asked to be credited - - - - - 2,400 00 00

Mr. Deane, in obedience to the orders of Congress of the 8th of December, 1777, to return home, for the pur-

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pose of informing Congress of the state of affairs in Europe, attended upon Congress from the 13th day of July, 1778, (the day he arrived from France,) to the 6th of August, 1779. When a resolution was passed in the words following :

"*Resolved*, that the Hon. Silas Deane, late one of the commissioners at the Court of Versailles, and political and commercial agent, be discharged from any further attendance on Congress."

And on the same day, a resolution was also passed as follows: "That the Board of Treasury be directed to report for Mr. Deane a reasonable allowance for his *time and expenses* from the expiration of three months from the notice of his recall to the present time."

On the 26th of August, 1779, the Board of Treasury reported that ten thousand dollars should be paid Mr. Deane for his time and expenses during his attendance on Congress, from June 4th, 1778, to August 6th, 1779, a period of one year, two months and two days. Congress amended the recommendation of the committee, by increasing the sum to 10,500 dollars.

Mr. Barclay, in his settlement of Mr. Deane's account, chose to consider this sum as the depreciated currency of that day, and allowed Mr. Deane but one-eighteenth part thereof, or 583 dollars 33 cents. See the credits in Mr. Barclay's settlement, page 13. Five hundred and eighty-three dollars and thirty-three cents for fourteen months and two days' *services and expenses of an ambassador* to a foreign court, attending in the expensive city of Philadelphia, in time of war, in obedience to the special orders of Congress!!! The idea is preposterous. From the very same report, and on the very same day that the order was passed, directing a reasonable allowance to be made for the time and expenses of Mr. Deane, the resolution was passed fixing the salary and providing for the expenses of *all* the ministers of the United States in Europe, including among them Mr. Deane himself, for the time he had been a minister at the court of Versailles; that resolution is in the words following:

"Resolved, That an allowance of 11,428 livres tournois per annum, be made to the several commissioners of the United States in Europe, for their services, besides their reasonable expenses, respectively."

Mr. Barclay, with the same propriety that he considered the allowance to Mr. Deane, for a *special service*,

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as depreciated currency, might have considered the *annual* compensation in the same currency; the orders for each were in the *same series* of resolutions, and adopted at one and the *same time;* and there is nothing in either resolution which says that it shall or shall not be considered specie or depreciated paper; the amount of one is set out in *livres*, the other in *dollars;* yet there was a fixed standard for transferring livres into dollars and dollars into livres. It is out of the question to suppose for a moment that Congress would be so far forgetful of its own dignity, and of the honor and dignity of the nation, as to order one of the national ambassadors to the highest court in Europe to attend upon them for upwards of fourteen months, and then to insult him by an offer of $583 as an indemnity for his time, including all the expenses of himself, secretary, and household. It is repeated that the idea is preposterous, and cannot for a moment be seriously entertained. For the year preceding, because it was spent in Europe, Mr. Barclay allowed Mr. Deane $12,000, but for the next 14 months, because they were spent in America, under the *special orders* of Congress, Mr. Barclay allowed Mr. Deane $583, although Congress had said he should be allowed $10,500.

But, moreover, Congress, by sundry resolutions, passed at various times, made good to its officers the depreciation on continental bills, and at the end of the war issued what was termed specie, or final settlement certificates, for the difference. Is Mr. Deane to be made an exception to this rule? Is he, alone, to be excluded from the *benefits* of the scale of depreciation? It is a fact, that may be ascertained at the Treasury, that the scale of depreciation was applied to no other foreign functionary of the Government, for any charge, service, or duty, of what nature or kind soever, no matter where, when, or under what orders performed. In illustration of this position, which is of great importance in adjusting the claims of Mr. Deane, your memorialists are permitted to state, that Congress, on the 18th Nov. 1782, as appears from their Journals, made good to the Hon. Arthur Lee, who was an associate commissioner with Mr. Deane, in France, the depreciation on Loan Office Certificates, amounting to $9,950 $\frac{55}{100}$, which certificates had been paid to him for his diplomatic services abroad. For these certificates Mr. Lee received Bills of Exchange on Europe for *l*2238 17 9 sterling money, with interest, from 10th August, 1781, the day it is presumed when the certificates were paid to him. Why then, it is again asked, is Mr. Deane, for services of the same character to be allowed but $583 for the 10,500 voted him by Congress? According to the rate of fixed salary (11,428) as allowed

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by Congress, and the rate of expenses as fixed by Mr. Barclay, being 48,572livres per annum, making for services and expenses 60,000 livres, or $12,000 per annum. Mr. Deane's allowance for the 14 months and two days' attendance (the time fixed by Congress itself) would have amounted to $14,066 66 cents; but, as Congress fixed the sum at $10,500, your memorialists must be content to ask only that the order of Congress may be fairly and honorably executed. After deducting the $583 and 33 cents, allowed by Mr. Barclay, from the $10,500 voted by Congress, there is left $9,916 67 due Mr. Deane, equal to 49,582 17

On page two of the account, Mr. Deane is charged with cash paid for sundries, for his account by Mr. Grand, livres 26,713 5 6. A certified copy of the items which form this charge of livres 26,713 5 6 has been obtained by your memorialists, and accompanies this memorial; and among these items is a charge for *the coach*, purchased by Mr. Grand for Mr. Deane, amounting to 3,596 livres. When Mr. Deane left Paris to return to the United States, he returned the coach to Mr. Grand, for account of the United States; it was then valued at 2,000 livres, and Mr. Grand credited the United States with that sum, and Mr. Barclay gave Mr. Deane a corresponding credit. See page three of the account.

On page four of the account, the credit for the 2,000 livres is withdrawn, by debiting Mr. Deane with that amount, on the ground that the cost of the coach had been charged to the United States: that was perfectly true; but then, it was equally true, that the United States had already charged it to Mr. Deane, at 3,596 livres, in the charge of 26,713 5 6, and when he returned to the United States he ought to have received its value at its return, viz. the 2,000 livres. If the charge had stopped there all would have been correct; but it is charged to Mr. Deane for the second time; the last charge is of course an error. Mr. Deane is, in any event, a loser of 1,596 livres by its use: he ought certainly not to be called upon to lose the first cost of the coach, viz. 3,596 livres, and yet return it to the United States, for which they received a *credit* from their banker and agent of 2,000 livres: yet such is the case as the account now stands.

The United States have charged him 5,396 livres, and credited him with 2,000; while the United States paid but 3,596 livres, and have received 2,000 back again.

The last charge is therefore to be deducted, and added to the credit of Mr. Deane, - - - - 2,000 00 00

At page thirteen of the account, Mr. Deane is credited with livres 4,083 10 6, for sundry articles purchased and left with Dr. Franklin; this credit consists

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of the following articles, which are contained in the items of Mr. Grand's account of 26,713 5 6, charged by Mr. Barclay to Mr. Deane, viz. plate, 1,880 12 3, linen, 1,127 17 9, china, 1,075 6. Yet there are, in the same account of charges against Mr. Deane, two other charges for household furniture, also left with Dr. Franklin, viz: a table, 33 livres, and another bill of linen, 243 5 6; these items, being left with the others, ought in like manner to pass to Mr. Deane's credit, - 273 5 6

Besides the above, Mr. Deane, purchased at various times, after the arrival of Dr. Franklin, and while they resided in the same house, and used the furniture in common, various useful and necessary articles of household furniture, a particular account of which has been extracted from the general abstract of his expenditures; when Mr. Deane left Paris to return to the United States, he left the house, with all the effects, in charge of Dr. Franklin; considering all the effects he had purchased, and placed within it, as the property of the United States, having charged them to his expenses, which he was authorized to do by his instructions. The amount is, - - - - - - 1,959 08 00

The amount paid for plate, linen, and china, and the small and various articles, comprised within the charge of livres 1,959 8, would, as may readily be supposed, go but little way towards furnishing a house in Paris, for the residence of two ambassadors, who had been directed by Congress to live in a style suitable to the honor of their country and the dignity of their station. (See Secret Journals of Congress, of September 28, 1776, vol. 2. p. 33;) they therefore hired a large portion of the articles necessary for their establishment.

On page seven of the account, Mr. Deane is credited with the money paid for the hire of *kitchen furniture.* On the 1st of April, 1778, (the day he left Paris) Mr. Deane paid, as appears from his general abstract of expenditures, livres 1,555 14 *for the hire of furniture.* Whether the whole of this payment should go to Mr. Deane's credit or not, your memorialists respectfully submit to Congress to decide; but, as the charge was equally for the benefit of Dr. Franklin as for Mr. Deane, equity and justice, at least, requires that he should receive a credit for one half of it, which is, - - 777 17 00

In September and November, 1776, Mr. Deane sent his confidential servant on two expresses to London, and charged the expenses in his general abstract of expenditures, November 19th, 1776. The amount has nowhere been admitted to his credit. That he should have received credit for it cannot be doubted, as Mr. Barclay gave credit for all payments for expresses which came to his knowledge. The amount is, - - - 505 07 00

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On the 29th January, 1778, Mr. Deane reimbursed Mr. Chaumont a bill paid by him for expresses, nowhere credited to him by Mr. Barclay, amounting to -	480 00 00
It often became necessary to despatch couriers and messengers on the business of the mission, to Versailles, where the Court and Ministers of France usually resided: a particular account of the expenses of which, as kept and paid by Mr. Deane, is extracted from the general abstract of his expenditures, and which, in the settlement, were not credited to him. The amount is - -	203 09 00
In the summer of 1777, Mr. Deane was called twice from Paris to Havre and Rouen, on the business of the public. The expenses of these journeys he charges to the public, under date of July 9th, 1777. They were not credited to him by Mr. Barclay; and amount to -	514 00 00
In Mr. Barclay's settlement, page thirteen, he credits Mr. Deane with 589 5 6 paid for transportation of a monument to the memory of General Montgomery. All the accounts and papers go to show that the payment was 598 5 6; difference in favor of Mr. Deane, -	9 00 00
Whilst Mr. Carmichael was engaged in the public service in France, Mr. Deane advanced him and paid his bills to the amount of 9,200 livres, as per account of particulars, filed among the papers accompanying this memorial. In the settlement of Mr. Barclay, he allowed only 7,347 livres, leaving out 1,863, for the non-allowance of which no reason whatsoever is assigned. As Mr. Deane advanced this money, evidently for the good of the public service, having no individual interest in it, or even contingent emolument whatever; as Mr. Carmichael was, at the time, engaged in rendering important and faithful service to his country, and as these advances enabled him the better to do so; as Mr. Carmichael, during the whole of his residence in Paris, resided in the house with Mr. Deane, without cost to himself or the public, but at the individual expense of Mr. Deane, as did almost all other public characters or American citizens, whom chance, business, or the fortune of war, brought to Paris; and as Mr. Deane never looked to, or held Mr. Carmichael in anywise responsible for the reimbursement of this money, but always considered it as having been advanced for the public service, and not to Mr. Carmichael individually, and therefore never applied to him for its return, your memorialists humbly hope that Mr. Deane may not be called upon to make good an advance thus made and applied for the public good: they therefore hope that this account may receive credit for the difference between the amount advanced and the amount allowed by Mr. Barclay, viz: -	1,863 00 00
See Mr. Deane's letter to Mr. Carmichael, dated 1784.	

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It has already been repeatedly observed that Dr. Franklin and Mr. Deane occupied, jointly, a house in Paris; the annual rent of that house was 7,200 livres: it commenced on the 1st of April, 1777, Doctor Franklin having arrived in December preceding. This house continued in the joint occupancy till 1st of April, 1778, when Mr. Deane set out upon his return to the United States, making one year; the whole of which was paid by, or charged to, Mr. Deane. On the second of April he charges, as paid by him, 1,764 livres, which was for the quarter ending at that time.

In the charge on page two, against Mr. Deane of 26,713 5 6 paid Mr. Grand, for sundries, for his account, (a bill of particulars of which has been procured) is contained an item of 3,600 livres for house rent, paid on the 18th of October, for six months ending 1st of that month; and Mr. Deane, in his abstract of expenditures, charges the payment of 7,200 livres, for a year's rent; included in which is the 3,600 paid and charged by Mr. Grand, and the 1,764 livres paid by himself on the second of April; the other three months is charged by Mr. Barclay, at page two, in his charge of 3,600 for six months due on 1st of July, 1778; (1,800 of which your memorialists have already asked to be deducted, for the reason that the joint occupancy ceased on the 1st of April 1778, when Mr. Deane returned to the United States) making for the year and three months, 8,864 livres; one half of which was for account of Doctor Franklin, and as Mr. Deane has paid the whole of that sum out of his private funds, or, if paid by others, out of public funds, it has been wholly charged to him; it is evident that he ought to receive a credit for that portion which ought to have been payable by, or chargeable to, Doctor Franklin, viz: - - - - 4,432 00 00

Your memorialists now proceed to charge the commission to which Mr. Deane was entitled on his purchases, and transactions as commercial agent in France; the accounts for which, in various forms, accompany this memorial, viz:

Purchases of J. H. Delaps -	79,587 17 4	
Commission thereon five per cent.		3,979 07 00
Purchases of Mon. Le Ray Chaumont,	280,799 06 0	
Commission thereon, five per cent.		14,039 19 00
Purchases of Mon. De Beaumarchais,	3,736,957 13 8	
Commission thereon, five per cent.		186,847 16 00
Purchases &c. of Mon. Montieu, viz:		
Magazine at Nantz, - -	220,000 00 0	
Repairing of arms therein, -	6,416 00 0	

Charters of ships to carry stores purchased of Beaumarchais; the charter-

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party is contained in Diplomatic Correspondence, vol. 1, page 51 - -	432,633 00 0	
	659,049 00 0	
Commission thereon, at five per cent.		32,952 09 00
Amounting altogether in French livres, to		472,174 09 08
equal, at five livres to the dollar, as then computed, to		$94,434 90

Which sum your memorialists claim to be due to Mr. Deane's representatives, with the interest thereon, from the year 1780, when the last service was rendered in settling up the public accounts in Europe.

Your memorialists have thus set forth and stated what they verily believe to be the actual, fair, just and bona fide claims of Silas Deane, against the Government of the United States, all of which are supported in such a manner, as, in the opinion of your memorialists, to be beyond dispute or question.

But there was yet another expense borne by Mr. Deane alone, which, your memorialists put it to the honor, the generosity, and the sense of justice of the Government of their country to decide, whether Mr. Deane was solely bound to bear.

Your memorialists will state the case. As soon as Doct. Franklin arrived in France, he wrote to Mr. Deane from Nantz, under date of December 7th, 1776, (the original of which letter, with original letters of Doct. Franklin upon *that* and other subjects, accompany this memorial,) requesting Mr. Deane to make such arrangements, as that they might, jointly, occupy the same house and live together. Mr. Deane made the necessary arrangements, accordingly, and, from the arrival of Doct. Franklin at Paris, in December, 1776, to the 1st of April, 1778, (the day Mr. Deane set out on his return to America,) they occupied the same house, and lived together in common. Doct. Franklin was accompanied by his grandson, William Temple Franklin, Esq. who also formed a part of the family. Mr. Carmichael, during the whole time he was in Paris, and while engaged in the public business, also formed a part of the household. By Mr. Deane's instructions from the Committee of Secret Correspondence, he was directed to send to London for Doctor Edward Bancroft. That gentleman came over to Paris, and, as appears by all the correspondence of the commissioners, was usefully employed in the public service, during the whole time of Mr. Deane's service in France, and he, also, formed a part of the establishment of the household of the Ambassadors. Independent of all these, Mr. Deane had, of necessity, to entertain, and did actually entertain, board and keep, almost constantly, from the time he kept a house in Paris to the day of his departure for America, many public characters, such as messengers and bearers of despatches from Congress, captains and other officers of national ships of war, as well as captains of letters of marque and reprisal and of merchant ships, who were, in obedience of orders, or in the regular course of war, or by the chances of war, or by escape from the enemy, brought to Paris. For all these, the house of the American Minis-

ters was the home: they were fed, lodged and provided for. During a portion of this time, the ministers, for good and sufficient reasons, changed their residence from Paris to Passy; yet, for the accommodation and support of the Americans and the American captains in Paris, Mr. Deane was compelled, as he states in his account, to keep up the establishment in Paris; the expense of which he defrayed, and for which he has received no credit whatsoever. An account of these expenses, copied out from his general abstract of expenditures, shows that they amount to 18,702 livres.

In the settlement made by Mr. Barclay, he allowed Mr. Deane a sum, in gross, per annum, for *his expenses;* but this allowance was not for the expense of Doct. Franklin and his grandson, Mr. Carmichael, Doct. Bancroft, and all the Americans, couriers, national messengers, captains, and others, whose support and accommodation, Mr. Deane, under the peculiar circumstances of the times, was, in fact, compelled to provide and pay for; and for which he has received no allowance whatsoever. Mr. Deane, in so far as regarded family, was entirely alone; he had no part whatsoever of his domestic establishment with him in Europe, nor did he keep a secretary, as may be ascertained from a perusal of his private and public correspondence for the period, almost all which is in his own proper hand writing. *He*, therefore, formed but one in the large household, the whole expense of which he bore, and for which he has received no credit whatever. If it should be asked why Doct. Franklin did not contribute, it may be answered, that, from the commencement of their living together, it was the Doctor's wish that Mr. Deane, who was the younger and more active man, and, at that time, more versed in the mode and means of living in Paris, should assume the control and management, and be the head of the household; and as, by the terms of their appointment, their *expenses* were *all* to be paid by the public, and they were to receive a stated sum, in addition, for their compensation, [See Secret Journals, vol. 2, p. 33,] it was a matter of no account which of the Ministers advanced the money for these expenses, as they were to be reimbursed upon a settlement. But when upon a settlement these expenses came to be lumped or averaged, and the same allowance made to each and every Minister, so far as regarded Mr. Deane, who had alone paid all the expenses, not only of himself and colleagues, but of a numerous household of public officers, and others engaged in public service, and received no credit for the board and maintenance of any of them, it made a very serious difference. By it he is *alone* made to pay the expenses of his colleague, Doct. Franklin, and of many others engaged in the public service. It was the intention of Mr. Barclay, as is evident from allowances he made Mr. Deane, as it regarded his advances of money, and for sundry other expenses, for all the persons, and description of persons, who have been mentioned or referred to, to have made Mr. Deane a fair and suitable allowance; but, in his settlement, it is evident he overlooked these charges, and did not consequently take them into the account.

From all these circumstances and considerations, your memorialists humbly hope that your honorable bodies will deem it fair and just that Mr. Deane should have been made a reasonable allowance on account of these expenses: what that reasonable allowance is, must be left to Con-

gress, or the public servants, to decide; yet your memorialists will humbly express a hope, that, as Mr. Deane was wholly without family, and formed but one of the large number for whom these expenses were incurred, and that, among the rest, was his colleague in the embassy, who was equally bound for these expenses, the one-half thereof will not be deemed an unreasonable allowance: if the half be granted, the amount of the allowance will be 9,351 livres, equal to - - $1,870 20
which, added to the amount herein before stated of - 94,434 90

as bona fide and fairly due, will make a principal sum due to Mr. Deane of - - - - - $96,305 10

Your memorialists have now gone through with their exposition of the errors, omissions and defects of Mr. Barclay's settlement of Mr. Deane's account—(of the making of which settlement, there is every reason to believe Mr. Deane descended to an obscure and untimely grave in ignorance.) This exposition, your memorialists are aware, is long, and they fear may be esteemed tedious; but to set it out in their memorial, in the manner in which they have done, they believed to be the only way that was open to them, of making your honorable bodies fairly and fully acquainted with the merits and hardship of the case of their ancestor. It has been the object of your memorialists to make this exposition full, fair, candid and correct; if it be not so, it is not because it was not their intention to make it so, but the fault must be attributed to the want of ability, to the confusion of their materials, and to the great lapse of time which has taken place since the things themselves were enacted. *They invite,* on the part of your honorable bodies, *the closest, the strictest scrutiny:* all they ask for, and they think your honorable bodies will be prompt to grant it, is justice; such justice as man would be compelled, by the laws of every enlightened and civilized land, to render to his fellow man. They ask no more, and they expect no less.

Whilst Mr. Deane was living in exile and obscurity in London, whither he had gone by permission, [See letter to Mr. Jay,] after the peace, some personal enemy caused to be published in the English newspapers, an article calculated, in its effects, most seriously to injure his character, and to destroy all prospects which he might have of obtaining what he conceived to be his due from Congress. Knowing the utter falsity of the charge, he appealed to Dr. Franklin, [See letter 7th November, 1783,] who would, necessarily, know more upon the subject than any other person could know: that old, faithful and incorruptible patriot, put the slander down, by furnishing Mr. Deane with the following certificate:

"Certain paragraphs having lately appeared in the English newspapers, importing that Silas Deane, Esq. formerly Agent and Commissioner Plenipotentiary of the United States of America, had, sometime after his first arrival in France, purchased in that kingdom, for the use of his countrymen, 30,000 muskets, &c.—that he gave three livres for each of them, being old condemned arms; that he had them cleaned and vamped up, which cost near three livres more, and that for each of these he charged and received a Louisd'or, and that he also committed similar frauds in the purchase of other articles for the use of his country; and Mr. Deane having re-

presented, that the said paragraphs are likely to injure him in the opinions of many persons unacquainted with his conduct while in the public service; I think it my duty, in compliance with his request, to certify and declare, that the paragraphs in question, according to my best knowledge and belief, *are entirely false*, and that I have never known or suspected any cause to charge the said Silas Deane with any want of probity in any purchase or bargain whatever, made by him for the use or account of the United States.

"Given at Passy, the 18th of December, 1783.

(Signed,) B. FRANKLIN,

Minister Plenipotentiary from the United States of America, at the court of France."

This certificate, it must be remembered, was given upwards of two years after all personal intercourse between Mr. Deane and Doctor Franklin had ceased, in consequence of the publication of the intercepted letters, and when the Doctor had full time and opportunity to have become acquainted with Mr. Deane's peculations, if he had been guilty of any. In further illustration of this subject, your memorialists refer to the correspondence with Mr. Baldwin, the London printer, the originals of which accompany this memorial.

Mr. Deane was chosen a member of Congress in the spring of 1775, the commencement of the revolutionary war, and from that day, he so exclusively and assiduously devoted himself to the service of his country, as almost entirely to abandon his family, and wholly his private affairs, in Connecticut. Tracing him through his correspondence, and the business in which he was actively engaged in creating a navy, it is believed he visited his family but once or twice before he sailed for France: and from that period, (March, 1776,) to the day of his death, (Aug. 1789,) he was but once in Connecticut, and then for a few days only; this was during the period of his attendance on Congress in 1778. His wife died during his public ministry in France. He had but one child, a son, Jesse Deane, who was yet a boy, and was sent to his father, in France, to be educated.

When misfortune and poverty overtook Mr. Deane, he was no longer able to keep his son at college in France, and Mr. Jesse Deane was compelled to return to America, leaving his father and only parent, sick, destitute, and distressed, to die in a foreign land, among strangers, with no friendly hand to smooth his pillow, minister to his wants, or close his eyes in death. He never afterwards had the happiness to behold his parent's face, or to enjoy the blessings of a father's counsel.

Jesse Deane lived and died in the city of Hartford, in Connecticut, and was the father of your memorialist, Philura Deane, now Philura Alden, who was his only child. He was of a feeble and delicate constitution and temperament; and of weak and sickly habits of body; and was during life, from these causes, unable himself to attend to the active concerns of life, or to seek that justice which he knew his country owed to the memory and for the services of his father. (See sundry depositions upon this point which accompany this memorial.) He constantly contemplated, and promised himself, to make the investigation and appeal, which your memorialists have now done; but sickness, and the want of vouchers

and materials, which his constitutional infirmities of body rendered him unable to look after, prevented him from carrying out his intentions. Mr. Jesse Deane died about five years ago, leaving your memorialists his only heirs and personal representatives : they have availed themselves of the first moment they could, after collecting such accounts, letters, vouchers, &c. as, by diligent and unremitting search through private families and correspondents, and public offices, have been found to be in existence, to make this appeal to the justice of their country.

The Hon. Robert Morris, the great financier and patriot, whose genius and whose private credit and resources, were often the sole reliance of his countrymen, (and of whom it has been said in history, that his country was as much indebted for his exertions in the Cabinet and in the Treasury, as it was to the great Father of his Country in the Military,) in settling his accounts, and closing his official relations with the public treasury, made a long address to his countrymen, giving an account of his administration of their finances, and the state of the public accounts. In this exposition and address, Mr. Morris is pleased to notice the affairs of Mr. Deane ; and your memorialists cannot better close this appeal for justice to the Supreme Tribunal of the Nation, than by employing the language of that devoted patriot, as well as able, upright and intelligent statesman. Mr. Morris says :

"Of all our foreign debts, none remain, (those on particular loans, bearing interest, and payable at a future period, excepted) but the sum of eight hundred and forty-six thousand seven hundred and seventy livres, fourteen sols and five deniers, due to the Farmers General of France ; the sum of seventy-four thousand and eighty-seven dollars due, with interest, to Oliver Pollock, and the balances, which, on a final adjustment of accounts, may appear to be due to Baron de Beaumarchais, *Silas Deane*, and Messrs. De Neufville and Sons. At least none others now appear, and if any exist, they cannot be considerable. It is much to be lamented that these are not paid, The Farmers General have a claim not only to the justice, but to the gratitude of the United States ; for their conduct has been both generous and confidential.

"The case of Oliver Pollock is attended with particular circumstances of distress. On the affairs of M. De Beaumarchais, nothing indeed can be said, with precision, until they be liquidated ; but if any thing should appear to be due, the reputation of the country will be compromised until it be discharged. And the same observation applies to the case of Messrs. De Neufville and Sons. *As to Mr. Deane, he* stands in such peculiar circumstances, that it would be odious to say any thing in favor of his claims, if the citizens of America were governed by passion and caprice, instead of reason and reflection. But they know that whatever may have been his services and sufferings, or whatever may be his follies and faults, neither can affect the present question. His claim of justice is not mended by his merits, nor curtailed by his crimes. Whether he is criminal or innocent, must be decided on hereafter, by that unerring tribunal, from which there lies no appeal. But even admitting his guilt, it would be folly to justify it, by withholding his due. No treason either has operated, or can operate so great injury to America, as must follow from a loss of reputation. The payment of debts may, indeed, be ex-

pensive, but it is infinitely more expensive to withhold the payment. The former is an expense of money, when money may be commanded to defray it; but the latter involves the destruction of that source from whence money can be derived, when all other sources fail. That source, abundant, nay almost inexhaustible, is public credit. The country in which it may with greatest ease be established and preserved, is America."

Your memorialists now commit themselves into the hands of your honorable bodies, the Representatives of the American people, and the guardians of their honour as well as of their treasury, and humbly pray that the justice to which Mr. Morris so forcibly and so eloquently declared Mr. Deane to be entitled, and to which your memorialists humbly believe they have demonstrated him to have been entitled, may without further delay be granted to your memorialists, his descendants and heirs at law. And, as in duty bound, they will ever pray.

HORATIO ALDEN,
for himself, and for his wife,
PHILURA ALDEN,
only daughter and only child of Jesse Deane, the son and only child of Silas Deane, deceased.

10th January, 1835.

End -